

B1 (Official Form 1)(04/13)

United States Bankruptcy Court Northern District of Illinois		Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle): Johnson, Jay D		Name of Joint Debtor (Spouse) (Last, First, Middle):
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names):
Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN)/Complete EIN (if more than one, state all) xxx-xx-3854		Last four digits of Soc. Sec. or Individual-Taxpayer I.D. (ITIN) No./Complete EIN (if more than one, state all)
Street Address of Debtor (No. and Street, City, and State): 2723 Mitchell Drive Woodridge, IL <div style="text-align: right; font-size: small;">ZIP Code 60517</div>		Street Address of Joint Debtor (No. and Street, City, and State): <div style="text-align: right; font-size: small;">ZIP Code</div>
County of Residence or of the Principal Place of Business: DuPage		County of Residence or of the Principal Place of Business:
Mailing Address of Debtor (if different from street address): <div style="text-align: right; font-size: small;">ZIP Code</div>		Mailing Address of Joint Debtor (if different from street address): <div style="text-align: right; font-size: small;">ZIP Code</div>
Location of Principal Assets of Business Debtor (if different from street address above):		
Type of Debtor (Form of Organization) (Check one box) <input checked="" type="checkbox"/> Individual (includes Joint Debtors) <i>See Exhibit D on page 2 of this form.</i> <input type="checkbox"/> Corporation (includes LLC and LLP) <input type="checkbox"/> Partnership <input type="checkbox"/> Other (If debtor is not one of the above entities, check this box and state type of entity below.)	Nature of Business (Check one box) <input type="checkbox"/> Health Care Business <input type="checkbox"/> Single Asset Real Estate as defined in 11 U.S.C. § 101 (51B) <input type="checkbox"/> Railroad <input type="checkbox"/> Stockbroker <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Clearing Bank <input checked="" type="checkbox"/> Other	Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input checked="" type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 11 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Main Proceeding <input type="checkbox"/> Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding
Chapter 15 Debtors Country of debtor's center of main interests: Each country in which a foreign proceeding by, regarding, or against debtor is pending:	Tax-Exempt Entity (Check box, if applicable) <input type="checkbox"/> Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code).	Nature of Debts (Check one box) <input type="checkbox"/> Debts are primarily consumer debts, defined in 11 U.S.C. § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose." <input checked="" type="checkbox"/> Debts are primarily business debts.
Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee attached <input type="checkbox"/> Filing Fee to be paid in installments (applicable to individuals only). Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form 3A. <input type="checkbox"/> Filing Fee waiver requested (applicable to chapter 7 individuals only). Must attach signed application for the court's consideration. See Official Form 3B.		Chapter 11 Debtors Check one box: <input type="checkbox"/> Debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). <input type="checkbox"/> Debtor is not a small business debtor as defined in 11 U.S.C. § 101(51D). Check if: <input type="checkbox"/> Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$2,490,925 (<i>amount subject to adjustment on 4/01/16 and every three years thereafter</i>). Check all applicable boxes: <input type="checkbox"/> A plan is being filed with this petition. <input type="checkbox"/> Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
Statistical/Administrative Information <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.		THIS SPACE IS FOR COURT USE ONLY
Estimated Number of Creditors <input checked="" type="checkbox"/> 1-49 <input type="checkbox"/> 50-99 <input type="checkbox"/> 100-199 <input type="checkbox"/> 200-999 <input type="checkbox"/> 1,000-5,000 <input type="checkbox"/> 5,001-10,000 <input type="checkbox"/> 10,001-25,000 <input type="checkbox"/> 25,001-50,000 <input type="checkbox"/> 50,001-100,000 <input type="checkbox"/> OVER 100,000		
Estimated Assets <input checked="" type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		
Estimated Liabilities <input type="checkbox"/> \$0 to \$50,000 <input type="checkbox"/> \$50,001 to \$100,000 <input type="checkbox"/> \$100,001 to \$500,000 <input type="checkbox"/> \$500,001 to \$1 million <input checked="" type="checkbox"/> \$1,000,001 to \$10 million <input type="checkbox"/> \$10,000,001 to \$50 million <input type="checkbox"/> \$50,000,001 to \$100 million <input type="checkbox"/> \$100,000,001 to \$500 million <input type="checkbox"/> \$500,000,001 to \$1 billion <input type="checkbox"/> More than \$1 billion		

Voluntary Petition*(This page must be completed and filed in every case)*

Name of Debtor(s):

Johnson, Jay D**All Prior Bankruptcy Cases Filed Within Last 8 Years** (If more than two, attach additional sheet)

Location

Where Filed: **- None -**

Case Number:

Date Filed:

Location

Where Filed:

Case Number:

Date Filed:

Pending Bankruptcy Case Filed by any Spouse, Partner, or Affiliate of this Debtor (If more than one, attach additional sheet)

Name of Debtor:

Case Number:

Date Filed:

- None -

District:

Relationship:

Judge:

Exhibit A

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11.)

☐ Exhibit A is attached and made a part of this petition.

Exhibit B

(To be completed if debtor is an individual whose debts are primarily consumer debts.)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter. I further certify that I delivered to the debtor the notice required by 11 U.S.C. §342(b).

X

Signature of Attorney for Debtor(s)

(Date)

Exhibit C

Does the debtor own or have possession of any property that poses or is alleged to pose a threat of imminent and identifiable harm to public health or safety?

☐ Yes, and Exhibit C is attached and made a part of this petition.

☒ No.

Exhibit D

(To be completed by every individual debtor. If a joint petition is filed, each spouse must complete and attach a separate Exhibit D.)

☒ Exhibit D completed and signed by the debtor is attached and made a part of this petition.

If this is a joint petition:

☐ Exhibit D also completed and signed by the joint debtor is attached and made a part of this petition.

Information Regarding the Debtor - Venue

(Check any applicable box)

- ☒ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- ☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.
- ☐ Debtor is a debtor in a foreign proceeding and has its principal place of business or principal assets in the United States in this District, or has no principal place of business or assets in the United States but is a defendant in an action or proceeding [in a federal or state court] in this District, or the interests of the parties will be served in regard to the relief sought in this District.

Certification by a Debtor Who Resides as a Tenant of Residential Property

(Check all applicable boxes)

- ☐ Landlord has a judgment against the debtor for possession of debtor's residence. (If box checked, complete the following.)

(Name of landlord that obtained judgment)

(Address of landlord)

- ☐ Debtor claims that under applicable nonbankruptcy law, there are circumstances under which the debtor would be permitted to cure the entire monetary default that gave rise to the judgment for possession, after the judgment for possession was entered, and
- ☐ Debtor has included with this petition the deposit with the court of any rent that would become due during the 30-day period after the filing of the petition.
- ☐ Debtor certifies that he/she has served the Landlord with this certification. (11 U.S.C. § 362(l)).

Voluntary Petition

(This page must be completed and filed in every case)

Name of Debtor(s):
Johnson, Jay D

Signatures

Signature(s) of Debtor(s) (Individual/Joint)

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X /s/ Jay D Johnson
Signature of Debtor **Jay D Johnson**

X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

December 4, 2014
Date

Signature of Attorney*

X /s/ Ariane Holtschlag
Signature of Attorney for Debtor(s)

Ariane Holtschlag 6294372
Printed Name of Attorney for Debtor(s)

The Law Office of William J. Factor, Ltd.
Firm Name
1363 Shermer Rd.
Suite 224
Northbrook, IL 60062

Address

Email: wfactor@wfactorlaw.com
847-239-7248 Fax: 847-574-8233

Telephone Number
December 4, 2014
Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

☐ Pursuant to 11 U.S.C. §1511, I request relief in accordance with the chapter of title 11 specified in this petition. A certified copy of the order granting recognition of the foreign main proceeding is attached.

X _____
Signature of Foreign Representative

Printed Name of Foreign Representative

Date

Signature of Non-Attorney Bankruptcy Petition Preparer

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h), and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required in that section. Official Form 19 is attached.

Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.)(Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.

Voluntary Petition

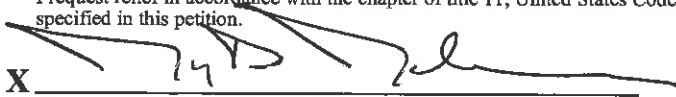
(This page must be completed and filed in every case)

Name of Debtor(s):

Johnson, Jay D**Signatures****Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
[If no attorney represents me and no bankruptcy petition preparer signs the petition] I have obtained and read the notice required by 11 U.S.C. §342(b).

I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X 
Signature of Debtor **Jay D Johnson**

X _____
Signature of Joint Debtor

Telephone Number (If not represented by attorney)

12/4/14
Date

Signature of Attorney*

X _____
Signature of Attorney for Debtor(s)

Arlane Holtschlag 6294372

Printed Name of Attorney for Debtor(s)

The Law Office of William J. Factor, Ltd.

Firm Name

1363 Shermer Rd.**Suite 224****Northbrook, IL 60062**

Address

Email: **wfactor@wfactorlaw.com****847-239-7248 Fax: 847-574-8233**

Telephone Number

Date

*In a case in which § 707(b)(4)(D) applies, this signature also constitutes a certification that the attorney has no knowledge after an inquiry that the information in the schedules is incorrect.

Signature of Debtor (Corporation/Partnership)

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Authorized Individual

Printed Name of Authorized Individual

Title of Authorized Individual

Date

Signature of a Foreign Representative

I declare under penalty of perjury that the information provided in this petition is true and correct, that I am the foreign representative of a debtor in a foreign proceeding, and that I am authorized to file this petition.

(Check only one box.)

☐ I request relief in accordance with chapter 15 of title 11, United States Code. Certified copies of the documents required by 11 U.S.C. §1515 are attached.

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Date

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Printed Name and title, if any, of Bankruptcy Petition Preparer

Social-Security number (If the bankruptcy petition preparer is not an individual, state the Social Security number of the officer, principal, responsible person or partner of the bankruptcy petition preparer.) (Required by 11 U.S.C. § 110.)

Address

X _____

Date

Signature of bankruptcy petition preparer or officer, principal, responsible person, or partner whose Social Security number is provided above.

Names and Social-Security numbers of all other individuals who prepared or assisted in preparing this document unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. §110; 18 U.S.C. §156.

B 1D (Official Form 1, Exhibit D) (12/09)

**United States Bankruptcy Court
Northern District of Illinois**

In re Jay D Johnson

Debtor(s)

Case No.
Chapter

7

**EXHIBIT D - INDIVIDUAL DEBTOR'S STATEMENT OF COMPLIANCE WITH
CREDIT COUNSELING REQUIREMENT**

Warning: You must be able to check truthfully one of the five statements regarding credit counseling listed below. If you cannot do so, you are not eligible to file a bankruptcy case, and the court can dismiss any case you do file. If that happens, you will lose whatever filing fee you paid, and your creditors will be able to resume collection activities against you. If your case is dismissed and you file another bankruptcy case later, you may be required to pay a second filing fee and you may have to take extra steps to stop creditors' collection activities.

Every individual debtor must file this Exhibit D. If a joint petition is filed, each spouse must complete and file a separate Exhibit D. Check one of the five statements below and attach any documents as directed.

☒ 1. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, and I have a certificate from the agency describing the services provided to me. *Attach a copy of the certificate and a copy of any debt repayment plan developed through the agency.*

☐ 2. Within the 180 days **before the filing of my bankruptcy case**, I received a briefing from a credit counseling agency approved by the United States trustee or bankruptcy administrator that outlined the opportunities for available credit counseling and assisted me in performing a related budget analysis, but I do not have a certificate from the agency describing the services provided to me. *You must file a copy of a certificate from the agency describing the services provided to you and a copy of any debt repayment plan developed through the agency no later than 14 days after your bankruptcy case is filed.*

☐ 3. I certify that I requested credit counseling services from an approved agency but was unable to obtain the services during the seven days from the time I made my request, and the following exigent circumstances merit a temporary waiver of the credit counseling requirement so I can file my bankruptcy case now. *[Summarize exigent circumstances here.]* _____

If your certification is satisfactory to the court, you must still obtain the credit counseling briefing within the first 30 days after you file your bankruptcy petition and promptly file a certificate from the agency that provided the counseling, together with a copy of any debt management plan developed through the agency. Failure to fulfill these requirements may result in dismissal of your case. Any extension of the 30-day deadline can be granted only for cause and is limited to a maximum of 15 days. Your case may also be dismissed if the court is not satisfied with your reasons for filing your bankruptcy case without first receiving a credit counseling briefing.

☐ 4. I am not required to receive a credit counseling briefing because of: *[Check the applicable statement.] [Must be accompanied by a motion for determination by the court.]*

☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: /s/ Jay D Johnson
Jay D Johnson

Date: December 4, 2014

B 1D (Official Form 1, Exhibit D) (12/09) - Cont.

Page 2

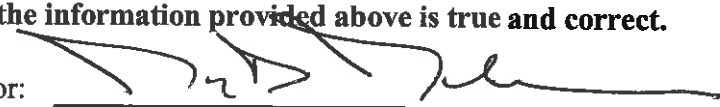
☐ Incapacity. (Defined in 11 U.S.C. § 109(h)(4) as impaired by reason of mental illness or mental deficiency so as to be incapable of realizing and making rational decisions with respect to financial responsibilities.);

☐ Disability. (Defined in 11 U.S.C. § 109(h)(4) as physically impaired to the extent of being unable, after reasonable effort, to participate in a credit counseling briefing in person, by telephone, or through the Internet.);

☐ Active military duty in a military combat zone.

☐ 5. The United States trustee or bankruptcy administrator has determined that the credit counseling requirement of 11 U.S.C. § 109(h) does not apply in this district.

I certify under penalty of perjury that the information provided above is true and correct.

Signature of Debtor: 

Jay D Johnson

Date: 12/4/14

United States Bankruptcy Court
Northern District of Illinois

In re Jay D Johnson

Debtor(s)

Case No.

Chapter

7

DISCLOSURE OF COMPENSATION OF ATTORNEY FOR DEBTOR(S)

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>2,500.00</u>
Prior to the filing of this statement I have received	\$	<u>2,500.00</u>
Balance Due	\$	<u>0.00</u>

2. \$ 335.00 of the filing fee has been paid.
3. The source of the compensation paid to me was:
- ☐ Debtor ☒ Other (specify): **E. Ann Marie Johnson**
4. The source of compensation to be paid to me is:
- ☒ Debtor ☐ Other (specify):
5. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.
- ☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation is attached.
6. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:
- a. Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
 - b. Preparation and filing of any petition, schedules, statement of affairs and plan which may be required;
 - c. Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
 - d. [Other provisions as needed]
Negotiations with secured creditors to reduce to market value; exemption planning; preparation and filing of reaffirmation agreements and applications as needed; preparation and filing of motions pursuant to 11 USC 522(f)(2)(A) for avoidance of liens on household goods.
7. By agreement with the debtor(s), the above-disclosed fee does not include the following service:
Representation of the debtors in any adversary proceedings and other contested matters.

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: December 4, 2014

/s/ Ariane Holtschlag

**Ariane Holtschlag
The Law Office of William J. Factor, Ltd.
1363 Shermer Rd.
Suite 224
Northbrook, IL 60062
847-239-7248 Fax: 847-574-8233
wfactor@wfactorlaw.com**



FACTORLAW

THE LAW OFFICE OF WILLIAM J. FACTOR, LTD.

Ariane Holtschlag
Direct Dial: 312-878-4830
Email: aholtschlag@wfactorlaw.com

October 23, 2014

Jay D. Johnson
2723 Mitchell Drive
Woodridge, IL 60517

Re: Engagement Letter

Dear Mr. Johnson:

Thank you for considering The Law Office of William J. Factor, Ltd. (dba "FactorLaw") to provide legal assistance to you in connection with filing a bankruptcy petition under chapter 7 of the United States Bankruptcy Code in the Northern District of Illinois (the "Current Engagement"). FactorLaw is pleased to represent you in the Current Engagement, subject to the following terms and conditions.

If you agree to these terms and conditions, please sign this engagement letter on the last page and return a signed copy to me. The Current Engagement will not commence until you have signed and returned this engagement letter along with the professional fee discussed below.

1. **Limited Scope.** The Current Engagement does not include the representation of you in connection with any matters other than the Current Engagement, nor does it include the representation of any other person or business.

2. **Pre-Petition Professional fee.** The professional fee for filing your individual chapter 7 case is \$2,500. In addition to the professional fee, you will be responsible for advancing the expenses associated with filing the Case, which relate to the court's filing fee of \$335. You will be directly responsible for other out of pocket expenditures including the estimated \$100 cost of the two mandatory credit counseling courses, and any additional fee for accessing your current credit report, if applicable. The professional fee and filing fee must be delivered to FactorLaw before the Case is filed.

The pre-petition professional fee of \$2,500 covers Primary Services (defined below) provided prior to case filing. Primary Services include: (a) preparing the initial bankruptcy petition and filing it with the bankruptcy court in order to commence the Case, (b) accompanying you to the meeting of creditors, (c) counseling with respect to pre-filing creditor counseling and post-filing educational requirements, (d) counseling with respect to the exemption of particular items or types of property and reaffirmation agreements and appearing in Court, if needed, with

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respect to reaffirmation agreements, and (e) general case administration and monitoring, including undertaking any incidental contacts or communications with the trustee and creditors.

If you decide to hire the Firm, any services rendered in addition to the above-described Primary Services ("Supplemental Services"), will be billed on a regular basis and require a separate advance payment, depending upon the extent of the Supplemental Services. The fees for Supplemental Services are based upon the number of hours expended multiplied by the hourly rate of the attorney working on the matter. At present, the customary rate for William Factor is \$350 per hour and for Sara Lorber is \$300 per hour. FactorLaw charges \$250 for the services of its other attorneys and it charges \$100 per hour for the services of legal assistants. Rates are reviewed periodically and are subject to change.

Generally, Supplemental Services relate to representation in connection with (a) a separate "Adversary Proceeding" in the bankruptcy court (see below discussion regarding Adversary Proceedings), (b) a separate matter involving the treatment of property, (c) an examination of you pursuant to Bankruptcy Rule 2004, or (d) a challenge to your eligibility to file for chapter 7 or to remain in a chapter 7 proceeding.

Adversary Proceedings are stand-alone suits filed in the bankruptcy court that sometimes include: (a) defending against a complaint filed by the trustee or any other party in interest to deny a bankruptcy discharge, (b) defending against a complaint filed by a creditor to except its debt from discharge, (c) defending against a complaint filed by the trustee to avoid or to recover any transfer of property made before the filing of a chapter 7 petition, (d) defending against any assertion that property listed as exempt is not entitled to that status, (e) prosecuting a complaint for a determination that any indebtedness is dischargeable, and (f) appealing any order or judgment entered in the Case.

FactorLaw also charges for actual out of pocket expenses advanced on your behalf. FactorLaw generally limits out of pocket expenses to costs that would not have been incurred but for FactorLaw's work on your behalf. FactorLaw does not charge for routine facsimile, telephone, and computerized legal research within the scope of FactorLaw's subscription to LEXIS.

It is not possible to determine with any degree of precision the total fees and other charges that you are likely to incur in connection with any Supplemental Services. Thus, any estimate of total fees always carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated and often is a function of matters outside of our control, particularly when litigation is involved.

3. Post-petition Professional Fee. After your case is filed, FactorLaw may request that you sign a second professional fee agreement promising to pay for any Supplemental Services provided after the date your case was filed with the court. You are under no obligation to sign such an agreement and may refuse to sign such an agreement. However, as authorized by

October 23, 2014
Page 3

Local Bankruptcy Rule 2091-1.B, FactorLaw may withdraw from representing you if you refuse to sign such an agreement or in the event you do not pay the fees earned thereunder.

4. **Billing and Payment.** FactorLaw will endeavor to bill you on a regular basis — normally, each month — for both fees and expenses incurred in connection with Supplemental Services.

If your account becomes delinquent and satisfactory payment terms are not arranged, we may withdraw, or seek to withdraw, from the Current Engagement consistent with the applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

You acknowledge that the financial arrangements set forth in this letter have been agreed upon to induce us to act as your attorney. By accepting this arrangement, you will be deemed to have consented in advance to allowing us to withdraw as your attorneys in the event of nonpayment, and expressly waive the attorney/client privilege concerning relevant portions of this letter so as to permit us to withdraw as your attorneys.

5. **Professional Judgment and Written Reliance.** At all times, FactorLaw and its attorneys will endeavor to represent you zealously and act on your behalf to the best of our ability. Whenever FactorLaw provides you with an expression regarding the potential outcome of a matter, we will use our best professional judgment. However, we cannot guarantee results or the outcome of any matter or issue. Any expression of our professional judgment regarding the Current Engagement or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control. Any expressions of judgment or views are limited solely to you and may not be shared with any other entity, nor may any other entity rely upon such expressions.

Because of the complex nature of legal matters, we will endeavor to counsel you in writing on material legal matters affecting you. Please note that unless legal advice provided by FactorLaw is given in writing, it may be misinterpreted and thus you agree not to rely upon any advice from FactorLaw except to the extent in writing. You also agree to request advice in writing on important matters with regard to which you may rely upon FactorLaw's advice.

6. **Conflicts Waiver.** We are accepting the Current Engagement with your consent that we may accept any other engagement from an existing or new client, even if the matter requires that we take a position that is or might be directly adverse to you, provided that the engagement is not substantially related to the subject matter of any services we have provided to you and will not require disclosure of any of your confidential information. This advance waiver of conflicts includes litigation matters in which we may represent a client who is adverse to you or another member of your family. Where appropriate, we will implement screening restrictions to protect your confidential information.

7. **Illinois Law.** This agreement is to be construed and interpreted in accordance with the laws of the State of Illinois. FactorLaw and you agree that any court action between the parties to enforce the terms of this agreement or resolve any dispute related to this agreement shall be initiated solely in the state or federal courts with jurisdiction for or over Cook County,

October 23, 2014
Page 4

Illinois. In the event FactorLaw files suit to enforce the terms of this Agreement or to recover payment, it shall be entitled to recover all of the fees and expenses incurred in connection therewith, including reasonable attorneys' fees.

8. **Records Retention.** In the course of representing you, it is likely that numerous records and documents (originals and copies) will come into our possession and numerous additional documents will be generated by us. Naturally, you may examine any written materials in our files at any time we agree prior to the termination of our representation, but you acknowledge that all of our work product is owned by us.

9. **Termination of Representation.** You may terminate our representation at any time, with or without cause, by notifying us and subject to court approval when required for matters in litigation. We will return Client's papers and other property promptly upon receipt of a request for those materials unless they are appropriately subject to a lien under applicable law. We will retain our own files pertaining to the engagement, including our drafts, notes, internal memos, and work product as permitted by applicable law. Client's termination of our services will not affect your responsibility for payment for legal services rendered and other charges incurred before termination and in connection with an orderly transition of the matter.

10. **Conclusion of Representation.** When we complete the services for which you have retained us, our attorney-client relationship for that matter will be terminated. If you later retain us to perform further or additional services, our attorney-client relationship will be revived subject to these terms of engagement unless we change the terms in writing at that time.

11. **Commencement of Representation.** If the terms set forth herein are acceptable to you, please acknowledge your understanding and agreement by signing, dating, and returning a copy of this letter to us. Our representation will commence upon our receipt of the executed copy of this agreement.

If you wish to retain FactorLaw for the Current Engagement on the terms and conditions set forth above, please sign a duplicate original of this letter and return it to my office.


**THE LAW OFFICE OF
WILLIAM J. FACTOR, LTD.**

Sincerely,



Ariane Holtschlag

AGREED:

By: 
Jay Johnson

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF ILLINOIS
NOTICE TO CONSUMER DEBTOR(S) UNDER § 342(b)
OF THE BANKRUPTCY CODE**

In accordance with § 342(b) of the Bankruptcy Code, this notice to individuals with primarily consumer debts: (1) Describes briefly the services available from credit counseling services; (2) Describes briefly the purposes, benefits and costs of the four types of bankruptcy proceedings you may commence; and (3) Informs you about bankruptcy crimes and notifies you that the Attorney General may examine all information you supply in connection with a bankruptcy case.

You are cautioned that bankruptcy law is complicated and not easily described. Thus, you may wish to seek the advice of an attorney to learn of your rights and responsibilities should you decide to file a petition. Court employees cannot give you legal advice.

Notices from the bankruptcy court are sent to the mailing address you list on your bankruptcy petition. In order to ensure that you receive information about events concerning your case, Bankruptcy Rule 4002 requires that you notify the court of any changes in your address. If you are filing a **joint case** (a single bankruptcy case for two individuals married to each other), and each spouse lists the same mailing address on the bankruptcy petition, you and your spouse will generally receive a single copy of each notice mailed from the bankruptcy court in a jointly-addressed envelope, unless you file a statement with the court requesting that each spouse receive a separate copy of all notices.

1. Services Available from Credit Counseling Agencies

With limited exceptions, § 109(h) of the Bankruptcy Code requires that all individual debtors who file for bankruptcy relief on or after October 17, 2005, receive a briefing that outlines the available opportunities for credit counseling and provides assistance in performing a budget analysis. The briefing must be given within 180 days **before** the bankruptcy filing. The briefing may be provided individually or in a group (including briefings conducted by telephone or on the Internet) and must be provided by a nonprofit budget and credit counseling agency approved by the United States trustee or bankruptcy administrator. The clerk of the bankruptcy court has a list that you may consult of the approved budget and credit counseling agencies. Each debtor in a joint case must complete the briefing.

In addition, after filing a bankruptcy case, an individual debtor generally must complete a financial management instructional course before he or she can receive a discharge. The clerk also has a list of approved financial management instructional courses. Each debtor in a joint case must complete the course.

2. The Four Chapters of the Bankruptcy Code Available to Individual Consumer Debtors

Chapter 7: Liquidation (\$245 filing fee, \$75 administrative fee, \$15 trustee surcharge: Total Fee \$335)

Chapter 7 is designed for debtors in financial difficulty who do not have the ability to pay their existing debts. Debtors whose debts are primarily consumer debts are subject to a "means test" designed to determine whether the case should be permitted to proceed under chapter 7. If your income is greater than the median income for your state of residence and family size, in some cases, the United States trustee (or bankruptcy administrator), the trustee, or creditors have the right to file a motion requesting that the court dismiss your case under § 707(b) of the Code. It is up to the court to decide whether the case should be dismissed.

Under chapter 7, you may claim certain of your property as exempt under governing law. A trustee may have the right to take possession of and sell the remaining property that is not exempt and use the sale proceeds to pay your creditors.

The purpose of filing a chapter 7 case is to obtain a discharge of your existing debts. If, however, you are found to have committed certain kinds of improper conduct described in the Bankruptcy Code, the court may deny your discharge and, if it does, the purpose for which you filed the bankruptcy petition will be defeated.

Even if you receive a general discharge, some particular debts are not discharged under the law. Therefore, you may still be responsible for most taxes and student loans; debts incurred to pay nondischargeable taxes; domestic support and property settlement obligations; most fines, penalties, forfeitures, and criminal restitution obligations; certain debts which are not properly listed in your bankruptcy papers; and debts for death or personal injury caused by operating a motor vehicle, vessel, or aircraft while intoxicated from alcohol or drugs. Also, if a creditor can prove that a debt arose from fraud, breach of fiduciary duty, or theft, or from a willful and malicious injury, the bankruptcy court may determine that the debt is not discharged.

Chapter 13: Repayment of All or Part of the Debts of an Individual with Regular Income (\$235 filing fee, \$75 administrative fee: Total Fee \$310)

Chapter 13 is designed for individuals with regular income who would like to pay all or part of their debts in installments over a period of time. You are only eligible for chapter 13 if your debts do not exceed certain dollar amounts set forth in the

Bankruptcy Code.

Under chapter 13, you must file with the court a plan to repay your creditors all or part of the money that you owe them, using your future earnings. The period allowed by the court to repay your debts may be three years or five years, depending upon your income and other factors. The court must approve your plan before it can take effect.

After completing the payments under your plan, your debts are generally discharged except for domestic support obligations; most student loans; certain taxes; most criminal fines and restitution obligations; certain debts which are not properly listed in your bankruptcy papers; certain debts for acts that caused death or personal injury; and certain long term secured obligations.

Chapter 11: Reorganization (\$1,167 filing fee, \$550 administrative fee: Total Fee \$1,717)

Chapter 11 is designed for the reorganization of a business but is also available to consumer debtors. Its provisions are quite complicated, and any decision by an individual to file a chapter 11 petition should be reviewed with an attorney.

Chapter 12: Family Farmer or Fisherman (\$200 filing fee, \$75 administrative fee: Total Fee \$275)

Chapter 12 is designed to permit family farmers and fishermen to repay their debts over a period of time from future earnings and is similar to chapter 13. The eligibility requirements are restrictive, limiting its use to those whose income arises primarily from a family-owned farm or commercial fishing operation.

3. Bankruptcy Crimes and Availability of Bankruptcy Papers to Law Enforcement Officials

A person who knowingly and fraudulently conceals assets or makes a false oath or statement under penalty of perjury, either orally or in writing, in connection with a bankruptcy case is subject to a fine, imprisonment, or both. All information supplied by a debtor in connection with a bankruptcy case is subject to examination by the Attorney General acting through the Office of the United States Trustee, the Office of the United States Attorney, and other components and employees of the Department of Justice.

WARNING: Section 521(a)(1) of the Bankruptcy Code requires that you promptly file detailed information regarding your creditors, assets, liabilities, income, expenses and general financial condition. Your bankruptcy case may be dismissed if this information is not filed with the court within the time deadlines set by the Bankruptcy Code, the Bankruptcy Rules, and the local rules of the court. The documents and the deadlines for filing them are listed on Form B200, which is posted at http://www.uscourts.gov/bkforms/bankruptcy_forms.html#procedure.

B 201B (Form 201B) (12/09)

**United States Bankruptcy Court
Northern District of Illinois**

In re **Jay D Johnson**

Debtor(s)

Case No. _____

Chapter **7**

**CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE**

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

Jay D Johnson

Printed Name(s) of Debtor(s)

X **/s/ Jay D Johnson**

Signature of Debtor

December 4, 2014

Date

Case No. (if known) _____

X _____

Signature of Joint Debtor (if any)

Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) **only** if the certification has **NOT** been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

B 201B (Form 201B) (12/09)

**United States Bankruptcy Court
Northern District of Illinois**

In re Jay D Johnson

Debtor(s)

Case No.

Chapter

7

**CERTIFICATION OF NOTICE TO CONSUMER DEBTOR(S)
UNDER § 342(b) OF THE BANKRUPTCY CODE**

Certification of Debtor

I (We), the debtor(s), affirm that I (we) have received and read the attached notice, as required by § 342(b) of the Bankruptcy Code.

Jay D Johnson

Printed Name(s) of Debtor(s)

X

Signature of Debtor

Date

12/4/14

Case No. (if known) _____

X

Signature of Joint Debtor (if any)

Date

Instructions: Attach a copy of Form B 201 A, Notice to Consumer Debtor(s) Under § 342(b) of the Bankruptcy Code.

Use this form to certify that the debtor has received the notice required by 11 U.S.C. § 342(b) **only** if the certification has **NOT** been made on the Voluntary Petition, Official Form B1. Exhibit B on page 2 of Form B1 contains a certification by the debtor's attorney that the attorney has given the notice to the debtor. The Declarations made by debtors and bankruptcy petition preparers on page 3 of Form B1 also include this certification.

**United States Bankruptcy Court
Northern District of Illinois**

In re **Jay D Johnson**

Debtor(s)

Case No.

Chapter

7

VERIFICATION OF CREDITOR MATRIX

Number of Creditors: **47**

The above-named Debtor(s) hereby verifies that the list of creditors is true and correct to the best of my (our) knowledge.

Date: **December 4, 2014**

/s/ Jay D Johnson

Jay D Johnson

Signature of Debtor

**United States Bankruptcy Court
Northern District of Illinois**

In re Jay D Johnson

Debtor(s)

Case No.

Chapter

7

VERIFICATION OF CREDITOR MATRIX

The above-named Debtor(s) hereby verifies that the list of creditors is true and correct to the best of my (our) knowledge.

Date:

12/4/14



Jay D Johnson

Signature of Debtor

Advocate Good Samaritan Hospital
PO Box 93548
Chicago, IL 60673-3548

American Honda Finance
Po Box 168088
Irving, TX 75016

AT&T Mobility
PO Box 6416
Carol Stream, IL 60197

Bengt Miller
2089 W. Devon Avenue
Bartlett, IL 60103

Bengt Miller
2925 McLeod Road
Bellingham, WA 98225-1053

Benson Properties, Inc.
2089 W. Devon Avenue
Bartlett, IL 60103

Blatt, Hasenmiller, Liebsker & Moor
125 S. Wacker Drive, Suite 400
Chicago, IL 60606

Capital One, N.a.
Capital One Bank (USA) N.A.
Po Box 30285
Salt Lake City, UT 84130

Cbe Group
1309 Technology Pkwy
Cedar Falls, IA 50613

Chase Bank USA, N.A.
c/o Michael D. Fine
131 S. Dearborn
Chicago, IL 60603

Citibank
PO Box 183037
Columbus, OH 43218-3051

City of Chicago
118 N. Clark Street
Chicago, IL 60602

City of Chicago
c/o Markoff Krasny
29 N. Wacker #550
Chicago, IL 60606

City of Chicago
c/o Roberts & Weddle LLC
309 W. Washington, #500
Chicago, IL 60606

Creative Travel Inc.
530 Duane Street
Glen Ellyn, IL 60137

Department of Justice
Attn: Elizabeth Wilson
219 S. Dearborn, 5th Floor
Chicago, IL 60604

Donald O. Johnson Revocable Trust
c/o Donald O. Johnson, trustee
212 Addison Road
Riverside, IL 60546

Downers Grove School District 58
1860 63rd Street
Downers Grove, IL 60516

Dr. John Marchese, DDS, Ltd.
5133 Washington Street, Suite 10
Downers Grove, IL 60515

Dr. McGilchrist
c/o Steven J. Sparacio
205 W. Randolph, #1020
Chicago, IL 60606

DuPage Medical Group, Ltd.

Edgerton & Edgerton
PO Box 218
West Chicago, IL 60186

Elsa Ann Marie Johnson Revocable Tr
c/o Elsa An Marie Johnson, trustee
212 Addison Road
Riverside, IL 60546

Elsa Bensen Inc.
2089 W. Devon Avenue
Bartlett, IL 60103

Enhanced Recovery Corp
Attention: Client Services
8014 Bayberry Rd
Jacksonville, FL 32256

Eos Cca
Po Box 981008
Boston, MA 02298

Erik Miller
2089 W. Devon Avenue
Bartlett, IL 60103

Erik Miller
315 W. Prairie Ave
Wheaton, IL 60187-3408

Good Samaritan Hospital
3815 Highland Avenue
Downers Grove, IL 60515

Illinois Department of Revenue
Bankruptcy Section
P.O. Box 64338
Chicago, IL 60664

Internal Revenue Service
230 South Dearborn Street
Mail Stop 5010 CHI
Chicago, IL 60604

Kirk Benson
0N681 Marion Avenue
Wheaton, IL 60187-1321

Lathan & Watkins, LLP
233 S. Wacker Drive #5800
Chicago, IL 60606

Margaret M. Johnson
1909 McAdam Road
Darien, IL 60561-3522

Med Business Bureau
Po Box 1219
Park Ridge, IL 60068

Palisades Collection
c/o Blatt Hasenmiller
125 S. Wacker, #400
Chicago, IL 60606

Patrick Sheehan & Assoc. PC
314 N. York Street
Elmhurst, IL 60126

Prof Pl Svc
Attn: Crissy
Po Box 612
Milwaukee, WI 53201

Robert Biedron
10607 Sunningdale Court
Naperville, IL 60564

Robert Donofrio
3097 Banyan Road
Boca Raton, FL 33432

Stetler & Duffy

Stetler, Duffy & Rotert
10 S. LaSalle, Suite 2800
Chicago, IL 60603

US Asset Management INC
700 Longwater Drive
Norwell, MA 02061

US Asset Management, Inc.

Vickie Miller
2089 W. Devon Avenue
Bartlett, IL 60103

William and Cathy Steinhaus
6843 Dunham
Downers Grove, IL 60516

William Cheeseman
999 N. Lake Shore Drive
Chicago, IL 60611